

Exhibit A

C-03-CV-19-000792

IN THE CIRCUIT COURT FOR Baltimore County

(City or County)

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: <input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT		CASE NUMBER _____
CASE NAME: Grimes, et al.		vs. Hagler, et al.
PARTY'S NAME: Lajoie Grimes		PHONE: _____
PARTY'S ADDRESS: 5616 Park Heights Ave, Baltimore, MD 21215		
PARTY'S E-MAIL: lgrimes@sbsofmd.com		
If represented by an attorney:		
PARTY'S ATTORNEY'S NAME: Senchal D. Barrolle		PHONE: _____
PARTY'S ATTORNEY'S ADDRESS: 1777 Reisterstown Rd W22, #334, Pikesville, MD 21208		
PARTY'S ATTORNEY'S E-MAIL: sbarrolle@dashiehl-lawoffice.com		
JURY DEMAND? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
RELATED CASE PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Case #(s), if known: _____		
ANTICIPATED LENGTH OF TRIAL?: _____ hours _____ days		

PLEADING TYPE

New Case: <input checked="" type="checkbox"/> Original	<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Appeal
Existing Case: <input type="checkbox"/> Post-Judgment	<input type="checkbox"/> Amendment	
If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.		
IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)		

TORTS <input type="checkbox"/> Asbestos <input type="checkbox"/> Assault and Battery <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Conspiracy <input type="checkbox"/> Conversion <input type="checkbox"/> Defamation <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Fraud <input type="checkbox"/> Lead Paint - DOB of Youngest Plt: _____ <input type="checkbox"/> Loss of Consortium <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Malpractice-Medical <input type="checkbox"/> Malpractice-Professional <input checked="" type="checkbox"/> Misrepresentation <input type="checkbox"/> Motor Tort <input type="checkbox"/> Negligence <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Specific Performance <input type="checkbox"/> Toxic Tort <input type="checkbox"/> Trespass <input type="checkbox"/> Wrongful Death	<input type="checkbox"/> Government <input type="checkbox"/> Insurance <input type="checkbox"/> Product Liability PROPERTY <input type="checkbox"/> Adverse Possession <input type="checkbox"/> Breach of Lease <input type="checkbox"/> Detinue <input type="checkbox"/> Distress/Distrain <input type="checkbox"/> Ejectment <input type="checkbox"/> Forcible Entry/Detainer <input type="checkbox"/> Foreclosure <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Currency or Vehicle <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Land Installments <input type="checkbox"/> Lien <input type="checkbox"/> Mortgage <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Statement Condo <input type="checkbox"/> Forfeiture of Property / Personal Item <input type="checkbox"/> Fraudulent Conveyance <input type="checkbox"/> Landlord-Tenant <input type="checkbox"/> Lis Pendens <input type="checkbox"/> Mechanic's Lien <input type="checkbox"/> Ownership <input type="checkbox"/> Partition/Sale in Lieu <input type="checkbox"/> Quiet Title <input type="checkbox"/> Rent Escrow <input type="checkbox"/> Return of Seized Property <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Tenant Holding Over	PUBLIC LAW <input type="checkbox"/> Attorney Grievance <input type="checkbox"/> Bond Forfeiture Remission <input type="checkbox"/> Civil Rights <input type="checkbox"/> County/Mncpl Code/Ord <input type="checkbox"/> Election Law <input type="checkbox"/> Eminent Domain/Condemn. <input type="checkbox"/> Environment <input type="checkbox"/> Error Coram Nobis <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Mandamus <input type="checkbox"/> Prisoner Rights <input type="checkbox"/> Public Info. Act Records <input type="checkbox"/> Quarantine/Isolation <input type="checkbox"/> Writ of Certiorari EMPLOYMENT <input type="checkbox"/> ADA <input type="checkbox"/> Conspiracy <input type="checkbox"/> EEO/HR <input type="checkbox"/> FLSA <input type="checkbox"/> FMLA <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Wrongful Termination INDEPENDENT PROCEEDINGS <input type="checkbox"/> Assumption of Jurisdiction <input type="checkbox"/> Authorized Sale <input type="checkbox"/> Attorney Appointment <input type="checkbox"/> Body Attachment Issuance <input type="checkbox"/> Commission Issuance	<input type="checkbox"/> Constructive Trust <input type="checkbox"/> Contempt <input type="checkbox"/> Deposition Notice <input type="checkbox"/> Dist Ct Mtn Appeal <input type="checkbox"/> Financial <input type="checkbox"/> Grand Jury/Petit Jury <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Perpetuate Testimony/Evidence <input type="checkbox"/> Prod. of Documents Req. <input type="checkbox"/> Receivership <input type="checkbox"/> Sentence Transfer <input type="checkbox"/> Set Aside Deed <input type="checkbox"/> Special Adm. - Atty <input type="checkbox"/> Subpoena Issue Quash <input type="checkbox"/> Trust Established <input type="checkbox"/> Trustee Substitution Removal <input type="checkbox"/> Witness Appearance-Compel PEACE ORDER <input type="checkbox"/> Peace Order EQUITY <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Equitable Relief <input type="checkbox"/> Injunctive Relief <input type="checkbox"/> Mandamus OTHER <input type="checkbox"/> Accounting <input type="checkbox"/> Friendly Suit <input type="checkbox"/> Grantor in Possession <input type="checkbox"/> Maryland Insurance Administration <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Specific Transaction <input type="checkbox"/> Structured Settlements
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IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input checked="" type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input checked="" type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |
| <input checked="" type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment | |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

☐ Liability is conceded. ☐ Liability is not conceded, but is not seriously in dispute. ☐ Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

☐ Under \$10,000 ☐ \$10,000 - \$30,000 ☒ \$30,000 - \$100,000 ☐ Over \$100,000

☐ Medical Bills \$ _____ ☐ Wage Loss \$ _____ ☐ Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☒ Yes ☐ No C. Settlement Conference ☒ Yes ☐ No
B. Arbitration ☐ Yes ☒ No D. Neutral Evaluation ☐ Yes ☒ No

SPECIAL REQUIREMENTS

- ☐ If a Spoken Language Interpreter is needed, check here and attach form CC-DC-041
- ☐ If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form CC-DC-049

ESTIMATED LENGTH OF TRIAL

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.

(Case will be tracked accordingly)

- | | |
|---|---|
| <input type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time |
| <input type="checkbox"/> 1 day of trial time | <input type="checkbox"/> More than 3 days of trial time |
| <input type="checkbox"/> 2 days of trial time | |

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- ☐ **Expedited** - Trial within 7 months of Defendant's response ☐ **Standard** - Trial within 18 months of Defendant's response

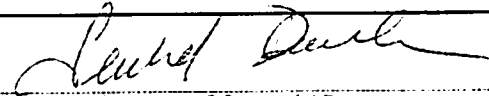
EMERGENCY RELIEF REQUESTED

COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE MANAGEMENT PROGRAM (ASTAR)	
<p><i>FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.</i></p> <p style="text-align: center;"> <input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response </p>	
<p>IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.</p>	
CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)	
<input type="checkbox"/> Expedited <input type="checkbox"/> Civil-Short <input type="checkbox"/> Civil-Standard <input type="checkbox"/> Custom <input type="checkbox"/> Asbestos <input type="checkbox"/> Lead Paint <input type="checkbox"/> Tax Sale Foreclosures <input type="checkbox"/> Mortgage Foreclosures	Trial 60 to 120 days from notice. Non-jury matters. Trial 210 days from first answer. Trial 360 days from first answer. Scheduling order entered by individual judge. Special scheduling order. Fill in: Birth Date of youngest plaintiff Special scheduling order. No scheduling order.
CIRCUIT COURT FOR BALTIMORE COUNTY	
<input type="checkbox"/> Expedited (Trial Date-90 days) <input checked="" type="checkbox"/> Standard (Trial Date-240 days) <input type="checkbox"/> Extended Standard (Trial Date-345 days) <input type="checkbox"/> Complex (Trial Date-450 days)	Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus. Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases. Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities. Other Complex Cases.

04/01/2019
 Date

1777 Reisterstown Rd W22, #334
 Address

Pikesville MD 21208
 City State Zip Code


 Signature of Counsel / Party

Senchal D. Barrolle, Esq. PA
 Printed Name

COMPLAINT

Parties

1. The Plaintiff Lajoie R. Grimes, at all times relevant hereto, is an adult citizen of the State of Maryland and resides in Baltimore County.

2. The Plaintiff Tiffany S. Veney, at all times relevant hereto, is an adult citizen of the State of Maryland and resides in Baltimore County.

3. The Defendant Dereky S. Martin also known as Dereky Martin Hagler, at all times relevant hereto, is an adult citizen of the State of Maryland and resides in Prince Georges County.

4. The Defendant Alfred M. Hagler Jr., at all times relevant hereto, is an adult citizen of the State of Maryland and resides in Prince Georges County.

5. The Defendant Derek Brown, at all times relevant hereto, is an adult citizen of the District of Columbia where he resides.

6. The Defendant D& A Designs, LLC is a forfeited limited liability company organized under the laws of the State of Maryland and is subject to service of process by and through its registered agent:

DEREK BROWN

14401 WOODMORE OAK CT

BOWIE MD 20721

7. The Defendant D&A Designs LLC is a limited liability company in good standing organized under the laws of the State of Maryland and is subject to service of process by and through its registered agent:

LEGALINC CORPORATE SERVICES INC.

5425 WISCONSIN AVENUE

SUITE 600-647

CHEVY CHASE MD 20815

Venue

1. Baltimore County is an appropriate venue because it is a location where several of the multiple defendants, namely Defendants Martin and Hagler, regularly conduct business, and the location where the cause(s) of action arose. See Md. COURTS AND JUDICIAL PROCEEDINGS Code Ann. § 6-201.

Facts Common to All Counts

1. On 10/22/2017, Plaintiffs met with Defendants Dereky Martin and Alfred Hagler Jr. at the plaintiffs' home *to wit* 13025 Heil Manor Drive, Reistertown, Maryland 21136 (the "Property").

2. On 10/22/2017 Defendants Dereky Martin and Alfred Hagler Jr. provided Plaintiffs with a written proposal for professional interior design consulting services (the "proposal") for the Property which specified for a total fee of \$2500 on a form belonging to D&A Designs, LLC. Exh. 1 – Proposal

3. The proposal identified D &A Designs, LLC as a home improvement company with license number 05-130625.

4. The proposal identified Alfred Hagler as a subcontractor with license number 108947.

5. The proposal identified Dereky Martin as the salesperson without a license number.

6. D&A Designs, LLC ("D&A Designs #1") is a Maryland LLC with its principal office located at 14401 Woodmore Oak Ct, Bowie, MD 20721, that was formed 04/02/2014 and forfeited by the State Department of Assessment & Taxation ("SDAT") on 10/11/2016. It holds Department ID W15779051.

7. According to the Articles of Organization for D&A Designs #1, the purpose of this LLC is "Home Improvement Company".

8. D&A Designs LLC, without a comma. (D&A Designs #2) is a Maryland LLC that is in good standing, with its principal office located at 14401 Woodmore Oak Ct, Bowie, MD 20721, that was formed 02/20/2018. It holds Department ID W18605618.

9. According to the Articles of Organization for D&A Designs #2, the purpose of this LLC is "Wholesales and General Contracting."

10. D&A Designs #1 was organized by Derek Brown alone, while D&A Designs #2 was organized by Derek Brown, Dereky Martin and Alfred Hagler according to their respective articles of organization.

11. According to the Maryland Home Improvement Commission ("MHIC"), Dereky Martin's salesman license expired 12/30/2016.

12. According to MHIC, it stopped issuing subcontractor licenses as of June 1, 2016.

13. Derek Brown does not appear on the proposal; however, according to MHIC, he is the listed contractor for D & A Designs #2 and his license was suspended as of 6/2018 for failure to appear at a show cause hearing on another matter.

14. According to MHIC, license no. 130625 is current; however, it is associated with a western Maryland solar company.

15. On information and belief, no defendant in this action has ever been licensed as a certified interior designer by the Maryland Board of Certified Interior Designers.

16. Plaintiffs paid in excess of the \$2500 stated in the proposal for professional interior design consulting services.

17. Plaintiffs paid in excess of \$30,000 for furniture, lighting, bedding, paintings, wall paper/tile and accessories via the defendants, the majority of which goods were not received within the parties' agreed time limit or in usable form.

Count I
Breach of Contract

1. Plaintiffs hereby adopt and incorporate the Facts Common to All Counts recited above as if fully restated herein.

2. The Plaintiffs were victimized by the Defendant's scam which had multiple parts as follows: (1) Defendants Martin and Hagler illegally conducted business in the name of a forfeited entity. See Md. CORPORATIONS AND ASSOCIATIONS Code Ann. § 3-514; (2) Defendants misrepresented that they had valid licenses with MHIC which they did not have as of the date of their proposal; and (3) Defendants, cloaked in invalid licensure, misrepresented their qualifications for interior design by holding themselves out as licensed using the Maryland home improvement license scheme for work which does not actually constitute home improvement. See Md. BUSINESS REGULATION Code Ann. § 8-101(d).

3. Defendant Brown participated in the scam because he, along with Defendants Martin and Hagler, organized a new D&A Designs #2 and used his contractor's license in association with this LLC during the performance phase of the parties' contracts set forth below.

4. Defendant Brown's participation along with Defendants Martin and Hagler served to create the appearance of a successor business.

5. Insofar as D&A Designs #2 functioned in fact as a successor business, it is liable for the conduct of D&A Designs #1.

6. The parties entered into an oral contract (the "Interior Design Services Contract") in accordance with the terms of the proposal.

7. In addition to rendering payment for the Interior Design Services Contract, the parties entered into an oral contract for the Defendants to procure specific items of furniture, lighting, bedding, paintings, wall paper/tile and accessories for different rooms from third parties and to arrange for shipment of same (the "Furniture Procurement Contract").

8. Under the Furniture Procurement Contract, the Plaintiffs advanced sums of money to Defendant Martin who was responsible to have certain furniture shipped the Property and to advise the Plaintiffs of when certain other furniture would be available for pick up. Defendant was also responsible for installation. Exh. 2 – certain cancelled checks/ receipts

9. Under the Furniture Procurement Contract, the parties agreed that time is of the essence and all furniture would be delivered prior to December 2018 referred to as "before the holidays". Exh. 3- Text messages establishing time limit.

10. The Plaintiffs paid to the Defendants \$3000 in pure consulting fees.

11. The Defendants failed to provide \$3000 worth of professional interior design consulting.

12. The Plaintiffs paid to the Defendants \$10,000 in advance monies to procure master bedroom furniture from third parties.

13. The Defendants failed to procure the master bedroom furniture as provided by the Furniture Procurement Contract.

14. The Plaintiffs did not receive the master bedroom furniture timely; specifically, after more than a year of waiting, from on or about October 2017 to on or about January 2019, for the arrival of master bedroom furniture, with intervening requests directed to Defendant Martin for shipping of same and requests for refunds directed to Defendant Martin, the Plaintiffs were forced to purchase replacement furniture for the master bedroom.

15. Plaintiffs paid an additional \$20,626.28 to third parties for furniture for other rooms in the Property, including but not limited to a customized dining room table, after Defendants purported to enter into contracts with those third parties to purchase furniture on the plaintiffs' behalf.

16. The third parties referred to in paragraph 12 of this count include NCA, TOV, Tom Cabinet and Nathan Anthony.

17. Defendants directed Plaintiffs to pay third parties for furniture when it knew or should have known that those third parties would not ship said furniture to the defendants. Instead, the third parties required Defendants to authorize shipment as the actual party to the contract which Defendants failed to do resulting in furniture in limbo with third parties.

18. Defendants directed Plaintiffs to pay for shipping apparatus such as U-Haul services on dates and times when there would be no furniture ready for pick up.

19. Defendants, in one particularly egregious example of bad faith, belatedly ordered for Plaintiffs a table in April 2018. Delivery of said table was initially delayed because Defendants claimed that they received the table with broken glass; therefore, Plaintiffs were advised to wait weeks for a new one. After several weeks, the table was delivered with the glass still broken.

20. Defendants failed to substantially meet its duty to procure furniture for Plaintiffs prior December 2018 with limited exceptions such as a bench.

21. For the reasons set forth above, Plaintiffs seek compensatory damages in amount of \$13,000 and punitive damages in the amount of \$50,000 for breach of contract inclusive of the all the contractual breaches.

Count II
Maryland Consumer Protection Act Violations:
Unfair, Abusive & Deceptive Trade Practices

22. Plaintiffs hereby adopt and incorporate as the Facts Common to All Counts recited above as if fully restated herein.

23. The Plaintiffs were victimized by the Defendant's scam which had multiple parts as follows: (1) Defendants Martin and Hagler illegally conducted business in the name of a forfeited entity. See Md. CORPORATIONS AND ASSOCIATIONS Code Ann. § 3-514; (2) Defendants misrepresented that they had valid licenses with MHIC which they did not have as of the date of their proposal; and (3) Defendants, cloaked in invalid licensure, misrepresented their qualifications for interior design by holding themselves out as licensed using the Maryland home improvement license scheme for work which does not constitute home improvement anyway. See Md. BUSINESS REGULATION Code Ann. § 8-101(d).

24. Defendant Brown participated in the scam because he, along with Defendants Martin and Hagler, organized a new D&A Designs #2 and used his contractor's license in association with this LLC during the performance phase of the parties' contracts.

25. Defendant Brown's participation along with Defendants Martin and Hagler served to create the appearance of a successor business.

26. Insofar as D&A Designs #2 functioned in fact as a successor business, it is liable for the conduct of D&A Designs #1.

27. Plaintiffs would not have entered into the Interior Design Services Contract or the Furniture Procurement Services Contract with the Plaintiffs but for the misrepresentation that the Defendants were licensed professionals.

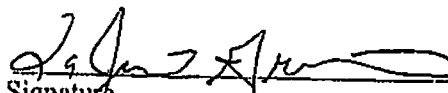
28. The conduct described in paragraph 23 – 26 above constitutes unfair, abusive and or deceptive trade practices within the meaning of Md. COMMERCIAL LAW Code Ann. § 13-301 et seq.

29. For the reasons set forth at paragraphs 23 through 28, Plaintiffs seek compensatory damages in the amount of \$13,000 and punitive damages in the amount of \$50,000 for violations of the Maryland Consumer Protection Act.

Oath

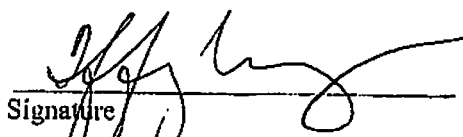
I, Lajoie R. Grimes, solemnly affirm under the penalties of perjury, that the contents of this document are true to the best of my knowledge, information, and belief.

3/27/19
Date

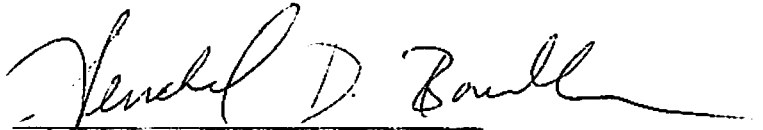

Signature

I, Tiffany S. Veney, solemnly affirm under the penalties of perjury, that the contents of this document are true to the best of my knowledge, information, and belief.

3/27/19
Date


Signature

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Senchal D. Barrolle", with a long horizontal flourish extending to the right.

Senchal Dashiell Barrolle. Esq.
Law Office of Robert Fulton Dashiell, Esq. P.A.
1777 Reisterstown Rd, W-22 #334
Pikesville, Maryland 21208
Tel. (410) 547 - 8820
Email: sbarrolle@dashicll-lawoffice.com
Client protection no. 1304030001
Counsel for Plaintiffs

Date: 10/22/2017
Invoice # 100
Expiration Date: 10/31/2017

CLIENT: Tiffany Veney
13025 Heil Manor Drive
Reisertown, MD 21136

Salesperson	Job	Shipping	Delivery Date	Payment Terms	Proposal Date
Dereky Martin Hagler	New Home Enhancements	N/A	12/06/17	Due upon contract signing	10/22/17

Exh. 1

Total Labor and materials	\$0
Design Fees	\$2500 (20 hours advance hours)
Totals	\$2500

**Payment Terms: (for design retainer billed in \$2500 increments payable
upfront for \$125 per hour for adhoc consultation)**

- Fifty percent (50%) due at start plus all design hours
- 2nd payment .25 percent due midway thru
- .13 prior to completion, .12 upon completion

Note:

- Any changes to this scope or additional add-ons or additional discoveries, could result in additional fees.
- Discount is included in each line item based on entire project completed within a 4-6 week period. If the service is isolated and completed separately, the price for each service could increase accordingly.
- *The concepts will provide the WOW factor and submitted to the owner for FINAL approval after first payment made*

Quotation prepared by: Dereky Martin Hagler _____

To accept this quotation, sign here and return: _____



Online Banking

Joes Act: Account Activity Transaction Details

Check number: 00000001436

Post date: 12/27/2017

Amount: -10,000.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks

PREMIER HOME SOLUTIONS, LLC 07-10		1436
5616 PARK HEIGHTS AVE		7-183530 100
BALTIMORE, MD 21215-3069		5475
12/27/17		Use
Pay To The Order Of	DIA Designs	\$10,000.00
Ten thousand		000 Dollars
Bank of America		Master
ACH NY 020201820		
For Heilmanor Furniture		2430 AM
1.1	1163310	39370 1036

Exh. 2

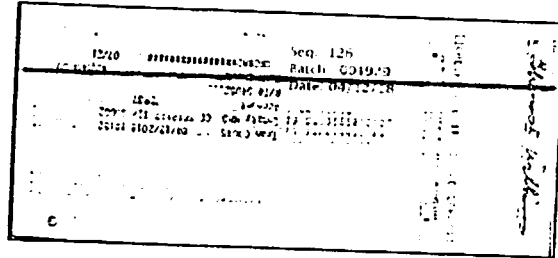
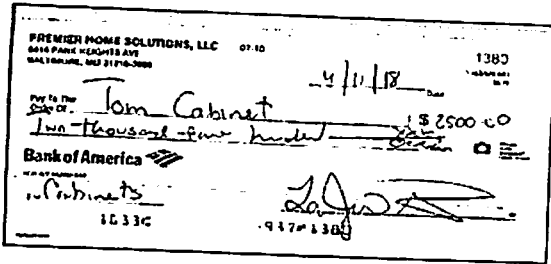


PREMIER HOME SOLUTIONS, LLC | Account #

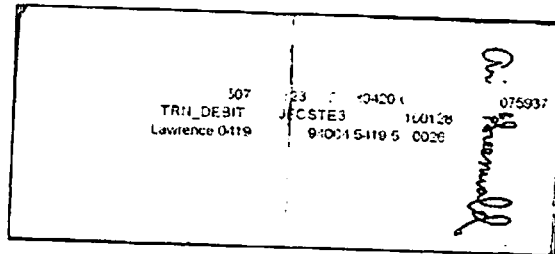
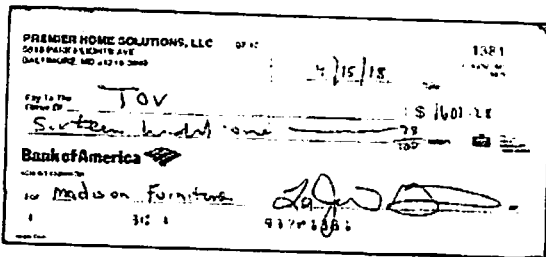
5937 | April 1, 2018 to April 30, 2018

Check images

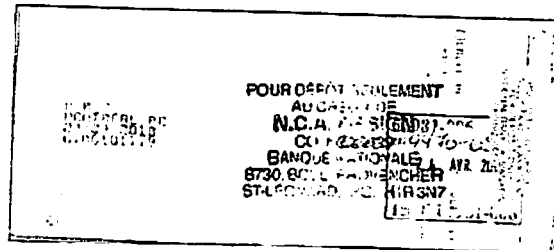
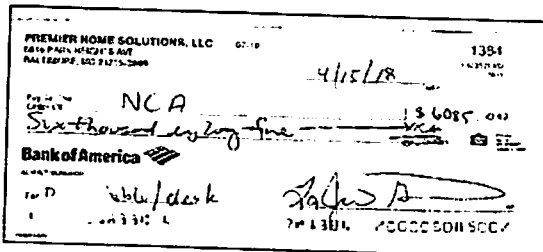
Account number: 5937
 Check number: 1380 | Amount: \$2,500.00



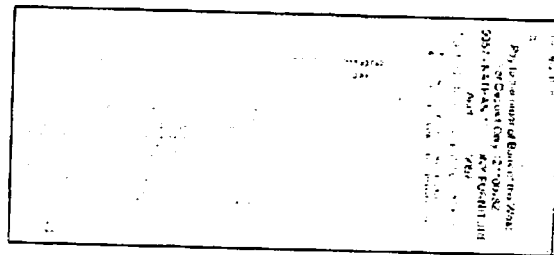
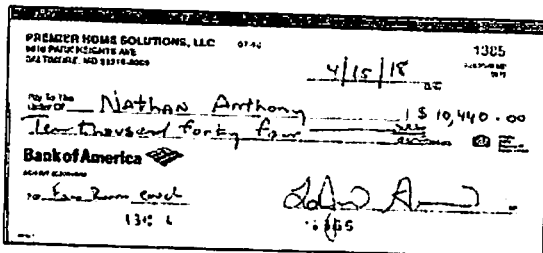
Check number: 1381 | Amount: \$1,601.28



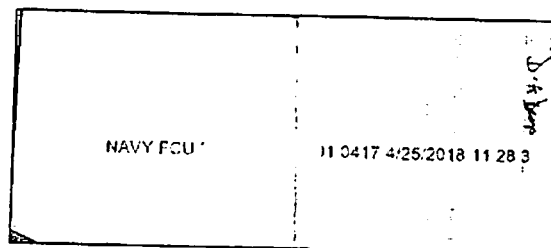
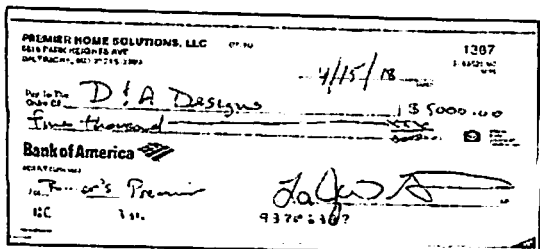
Check number: 1384 | Amount: \$6,085.00



Check number: 1385 | Amount: \$10,440.00



Check number: 1387 | Amount: \$5,000.00



continued on the next page

786	Dee: + 52003	Dec 21, 2018 09:24 PM		Dee you cant be serious you agreed to Friday as the delivery date. You have me paying people to stay at the waiting for nothing. Costing me unnecessary money and you donâ€™t even call to say your going to make. Based on what weâ€™ve gone through With this whole situation I havenâ€™t been extra enough. As I have told you before my time is as value as yours and I would accept if you could respect it. And we have never agreed that I would be picking up furniture from anywhere. And after not showing up today as you agreed upon itâ€™s insulting that you would ask us to pick up furniture as if we didnâ€™t hold up our end of the agreement. Please let me know a concrete time your guys can deliver the furniture so we both can move on with busy lives.
787	Dee: + 52003	Dec 22, 2018 10:28 AM		Good Morning can we set a time for delivery? Thank you
788	Dee: + 52003	Dec 22, 2018 10:49 AM	canâ€™t be til late not sure at moment exactly when out doing 5 jobs will text 2 hours when done late tonight	
789	Dee: + 52003	Dec 22, 2018 11:32 AM		Thatâ€™s fine no matter how late I will make myself available
790	Dee: + 52003	Dec 22, 2018 11:34 AM	Ok we will see when fond	
791	Dee: + 52003	Dec 22, 2018 11:34 AM	Done	
792	Dee: + 52003	Dec 23, 2018 11:09 AM		Is there anyway furniture can be delivered today
793	Dee: + 52003	Dec 23, 2018 11:59 AM	Definitely definitely before Christmas working on late tonight or early am	
794	Dee: + 52003	Dec 24, 2018 01:19 PM	Tit the driver will be to you this evening he is busy now my guys loaded up I am paying him \$300 to deliver to you he said this evening I will let you know 2 hrs in advance thx	

795	Dee: 2003	Dec 24, 2018 01:23 PM		Ok I just talk to shipper who charged my card \$1800 for shipping! They said the furniture has not been shipped been trying to get a hold of you since nov 28th but have been unsuccessful. Iâ€™m not trying to give you no extras but whatâ€™s the deal?
796	Dee: 2003	Dec 24, 2018 01:29 PM	I spoke to them several times and my assistant which stated the furniture was in transit Who did you Speak to What is their name and contact info	
797	Dee: 52003	Dec 24, 2018 01:39 PM		12 1/4
798	Dee: 2003	Dec 24, 2018 01:40 PM		I need a contact for Nathan Anthony to release the shipment
799	Dee: 52003	Dec 24, 2018 01:44 PM	Who did you speak with today you gave me the number to America west	
800	Dee: 2003	Dec 24, 2018 02:35 PM		Rep who answered the phone. Press opt 1
801	Dee: 2003	Dec 24, 2018 02:37 PM		Need a tracking number and receipt of what was shipped and when
802	Dee: 2003	Dec 24, 2018 02:45 PM	I donâ€™t believe they gave you the right info	
803	Dee: 2003	Dec 24, 2018 02:45 PM	But I will look into it	
804	Dee: 003	Dec 24, 2018 05:54 PM	Hey Joe Ron /Tit has one person with him do you have two guys there with you around 9isj to get that heavy glass off that truck it took my 4 guys to load	
805	Dee: 52003	Dec 24, 2018 06:13 PM		I donâ€™t right now
806	Dee: 2003	Dec 24, 2018 06:22 PM	Only 3 guys can fit in the uhaul one is the old man who canâ€™t lift but he drives let me see if he can get two stronger guys My guys loaded today they are done til Thursday	
807	Dee: 2003	Dec 24, 2018 06:38 PM		At this point it would only be me to help

808	Dee: 2003	Dec 24, 2018 06:46 PM	Way way to heavy al is the strongest person I know literally stronger than tit It was driver him his brother and two workers (5) maybe 4 but he cant come let me see if tit has 2 other strong guys and you	
809	Dee: 2003	Dec 26, 2018 11:24 AM		Hello when can we except delivery? And did you contact Nathan Anthony about releasing shipment of couches?
810	Dee: 2003	Dec 26, 2018 11:26 AM	Gm will check to see when I can get two additional guys to pay or better yet when can you have two workers there	
811	Dee: 2003	Dec 26, 2018 11:27 AM		I can if I have def time.
812	Dee: 2003	Dec 26, 2018 11:34 AM		What about couches itâ€™s been over a month since I paid for delivery.
813	Dee: 2003	Dec 26, 2018 11:38 AM	Joe I said I would call them today I just havenâ€™t gotten a chance yet	
814	Dee: 2003	Dec 27, 2018 10:39 AM		Please advise if I need workers here today?
815	Dee: 2003	Dec 27, 2018 10:49 AM	No not today	
816	Dee: 2003	Dec 27, 2018 10:50 AM		I thought we were shooting for Thursday?
817	Dee: 2003	Dec 27, 2018 10:54 AM	No where in my text do I see Thursday nor did i say Thursday Iâ€™m relying on a subâ€™s schedule I asked if you could have two workers present and awaiting his schedule which again I have to pay and rent a truck to deliver	
818	Dee: 2003	Dec 27, 2018 10:55 AM		You said the next your workers would be available was Thursday
819	Dee: 2003	Dec 30, 2018 06:55 PM	Hey joe do you think you can have guys there tomorrow around 2 I will confirm with my guys early am if they are working and can do delivery	
820	Dee: 2003	Dec 30, 2018 07:38 PM		Yes just need a call before hand so I can move them from another job